

MISC. 6IS Auditor (13)  
**CONTRACT AGREEMENT**

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**CONTRACT AGREEMENT**

Rush County, Indiana, (hereinafter called Rush County) hereby orders from The Sidwell Company (hereinafter called Sidwell) servicing and updating of the Geographic Information System (GIS) cadastral database.

**AREA TO BE SERVICED**

The area to be serviced encompasses all of Rush County.

**SERVICE PROCEDURE**

Rush County shall assemble and forward to Sidwell the necessary newly acquired data obtained by the County as listed below. As soon as possible after the data has been processed by the Contractor, completed data and forms will be returned to Rush County

**INFORMATION TO BE FURNISHED BY THE COUNTY**

- Copies of required deeds or transfer sheets.
- Copies of required subdivisions.
- Copies of required documents relating to street and alley dedications and vacations.
- Copies of required highway plats.
- Copies of required plats of survey, as requested.
- Copies of documents relating to annexations and disconnections to the city, village and town corporation boundaries.
- Digital files of updated cadastral maps (if applicable).
- Make available, without cost to Sidwell, any other data that may be necessary to perform the service.

**MATERIALS AND SERVICES PERFORMED BY SIDWELL**

All materials and services listed below will be provided by Sidwell only as Rush County deems necessary. The extent of services will be determined prior to beginning the project and may be revised at any time at the direction of Rush County.

- Plot all parcel divisions and consolidations in the GIS cadastral database and assign new parcel numbers as directed by the County.
- Plot new subdivisions in their proper location in the GIS cadastral database and assign new parcel numbers as directed by the County.
- Plot street dedications and vacations in the GIS cadastral database.
- Plot new annexations and disconnections to city, village and town corporation boundaries in the GIS cadastral database.
- Provide technical assistance and consultation to Rush County as needed.

# CONTRACT AGREEMENT

## TERMS OF CONTRACT

This contract shall be in force from the date of execution and may be revised periodically subject to renegotiation concerning the services provided and the amount of the service fee.

## ANNUAL SERVICE FEE

For all of the work and services as covered by this contract, Sidwell shall be paid the cost of labor, material and overhead, plus a service fee computed to yield a profit of fifteen percent (15%) of billings. The cost of labor is the total wages of the persons performing the particular tasks. Tasks are assigned to individuals who have the appropriate experience to perform the necessary tasks accurately. Overhead fees are calculated on an annual basis and are distributed equally across all productive hours charged to active accounts. Said service fee shall be billed and paid monthly as the material and services are completed and delivered.

This agreement may be terminated by Rush County, Indiana, by giving written notice to The Sidwell Company thirty (30) days prior to the monthly billing date. This agreement may be terminated by The Sidwell Company by giving written notice to Rush County, Indiana, thirty (30) days prior to the monthly billing date.

Upon termination of this contract, The Sidwell Company shall furnish Rush County with all data supplied by Rush County, the GIS cadastral and any other materials that were supplied by Rush County.

In the event of termination, The Sidwell Company will be paid the earned value of the work performed prior to the date of termination, plus any costs associated with completing authorized work and delivering materials and data to the county.

# CONTRACT AGREEMENT

## AFFIDAVIT OF EQUAL OPPORTUNITY

The Contractor shall not discriminate against any person seeking employment, or in their employment or separation there from because of sex, race, creed, color, age, religion or national origin. Furthermore, the Contractor agrees to abide by the "Affidavit of Equal Opportunity" attached to this contract, which shall be deemed to be a continuing obligation of the Contractor during the term of this contract.

As a condition of continuing a contractual or business relationship with the County of Rush, State of Indiana, it is hereby certified that this contractor or contracting organization agrees to provide equal employment opportunity to all employees and applicants, and will not discriminate against any employee or applicant for employment because of race, color, religion, sex (except where sex is a bona fide occupational qualification), or national origin. This shall include handicapped persons, disabled veterans, Viet Nam veterans and persons of any political affiliation. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination policy.

In signing this affidavit, the bidder or contractor further certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments; and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of this Equal Opportunity Affidavit. As used in his certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, sex (except where sex is a bona fide basis for segregated facilities), or national origin, including handicapped persons, disabled veterans, Viet Nam veterans and persons of any political affiliation, because of habit, local custom or otherwise.

On behalf of this organization, I hereby certify that compliance with the above equal opportunity policy is now and will continue to be maintained.

THE SIDWELL COMPANY



Timothy C. Hopkins  
President

# CONTRACT AGREEMENT

This Contract Agreement as heretofore described and governed by the laws of the State of Indiana, made and entered into on this 18th day of April, 2005.

THE SIDWELL COMPANY

RUSH COUNTY, INDIANA

By

Timothy Hopkins  
Timothy Hopkins, President/CEO

By

Marvin L. Cole  
Marvin L. Cole, Commissioner

By

Dwight Sweet  
Dwight Sweet, Commissioner

By

Thomas Barnes  
Thomas Barnes, Commissioner

TIMOTHY HOPKINS personally  
appeared and signed before me as an  
officer and agent of said corporation this  
1st day of April, 2005.

ATTEST:

Deborah Adams  
Deborah Adams, Auditor

Mildred M. Gredlics  
Notary

